

**SIXTH AMENDMENT
TO AGREEMENT**

THIS SIXTH AMENDMENT (the “Sixth Amendment”) to Agreement is made and entered into **this 6th day of June, 2007** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Bonness, Inc.** (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement for **street maintenance and improvements (Resolution 05-11057)** (the “Original Agreement”) for services associated with the City of Naples (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this Sixth Amendment so that the Contractor will provide additional services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. “Article Four, Compensation” shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional fees by the Contractor in the **amount of \$306,469.82 for the construction of bike lanes on Harbour Drive based on the annual contract and unit pricing.** (‘Project’).
3. The terms of this Sixth Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this Sixth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Contractor have caused this Sixth Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

Bonness Inc.

witness

By: _____

Name: _____

Title: _____


BONNESS INC.
 Paving and Sitework Contractors

 1990 Seward Avenue
 Naples, Florida 34109
 (239) 597-6221 • (239) 597-7416 Fax
 www.bonnessinc.com

Proposal 4/25/2007
Submitted To: City Of Naples Purchasing Division

Estimate Number: 05322007

Address: 270 Riverside Circle
 Naples, FL 34102

Bid Title: Harbour Dr. Roadway, Sidewalk & Bike Lane Improvements

Project Location: Harbour Drive (Crayton To Gulfshore)

Contact: John Kotula

Project City, State: Naples, FL

Phone: (239) 213-7100

Fax: (239) 213-7105

Engineer/Architect: City Of Naples Development Services

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
101-1	Mobilization	1.00	LS	\$33,724.01	\$33,724.01
102-1	Maintenance Of Traffic	1.00	LS	\$19,150.94	\$19,150.94
104-10-1	Hay Or Straw Bale	50.00	EACH	\$16.72	\$836.00
110-4B	Concrete Removal (Incl Curb & Gutter, Walks & Saw-Cuts)	500.00	SY	\$41.50	\$20,750.00
120-1	Excavation	425.00	CY	\$32.79	\$13,935.75
162-2	Finish Soil Layer Top Soil	750.00	SY	\$8.26	\$6,195.00
285-71	9" ABC-III Asphalt (OPTIONAL) (Estimated Using Flowable Fill & 4" Limerock Base)	2,600.00	SY	\$31.36	\$81,536.00
286-1	Modify Turnout Const. (Match Exist Type)	115.00	SY	\$42.17	\$4,849.55
327-70-6	Milling Exist Asph 1 1/2"	3,500.00	SY	\$2.24	\$7,840.00
333-1-3	Asphalt Conc Type S-III 1 1/2" (One Lift)	6,500.00	SY	\$7.64	\$49,660.00
336	Seal Bridge Asphalt Surface Cracks	1.00	LS	\$5,309.16	\$5,309.16
425-4-5	Adj Inlet & Manhole Tops	4.00	EACH	\$250.85	\$1,003.40
425-6	Adj Valve Boxes	2.00	EACH	\$144.08	\$288.16
443-70	Modify Existing Perc Areas As Directed (Includes Ballast Rock & Fabric)	100.00	CY	\$56.16	\$5,616.00
520-1-10	Curb & Gutter Concrete Type F	210.00	LF	\$13.11	\$2,753.10
520-2-4	Concrete Curb Type D	60.00	LF	\$10.14	\$608.40
520-3	Concrete Valley Gutter	1,752.00	LF	\$12.41	\$21,742.32
522-1	Concrete Sidewalk 4" Thick	290.00	SY	\$36.61	\$10,616.90
522-2	Concrete Sidewalk 6" Thick	80.00	SY	\$44.06	\$3,524.80
570-9	Water For Grass	0.50	MGAL	\$1,115.00	\$557.50
575-1-4	Sodding (St Augustine)	850.00	SY	\$4.27	\$3,629.50
590-70-1	Irrigation Sys Repairs (Allowance)	1.00	LS	\$3,025.99	\$3,025.99
700-46-21	Sign Existing (Relocate)	2.00	EACH	\$111.50	\$223.00
706-3	Retro-Reflect Pavt Markers (White)	3.00	EACH	\$6.70	\$20.10
706-3	Retro-Reflect Pavt Markers	36.00	EACH	\$6.70	\$241.20
710-30	Reflective Paint (Island Nose Yellow)	2.00	SY	\$11.16	\$22.32


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Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
711-3	Pavement Messages (Thermo)	6.00	EACH	\$139.38	\$836.28
711-4	Directional Arrows (Thermo)	7.00	EACH	\$94.78	\$663.46
711-33	Skip Traffic Stripe (Thermo 6" 2-4 Skip)	100.00	LF	\$0.50	\$50.00
711-35-61	Solid Traffic Stripe (Thermo 6" White)	3,135.00	LF	\$0.90	\$2,821.50
711-35-121	Solid Traffic Stripe (Thermo 12" White)	140.00	LF	\$3.34	\$467.60
711-35-241	Solid Traffic Stripe (Thermo 24" White)	120.00	LF	\$7.80	\$936.00
711-36-61	Solid Traffic Stripe (Thermo 6" Yellow)	3,150.00	LF	\$0.90	\$2,835.00
711-36-181	Solid Traffic Stripe (Thermo 18" Yellow)	36.00	LF	\$5.58	\$200.88
Total Bid Price:					\$306,469.82

- Notes:**
- Subject to prompt acceptance within 15 days and to all conditions stipulated on the reverse side, we agree to furnish materials and labor at the price(s) set forth above.
 - Proposal based on the plans by City of Naples Development Services sheets 1-5 dated March 2007.
 - DUE TO THE CRITICAL NATURE OF ESCALATING MATERIAL COSTS, IMPORT FILL, BASEROCK, ASPHALT AND CONCRETE PRICES ARE SUBJECT TO CHANGE. BONNESS INC WILL PROVIDE THE DOCUMENTATION OF MATERIAL INCREASES SHOULD THIS SITUATION ARISE.
 - A ONE TIME final grade has been included. Final grade does not include the raking or removal of other trades debris or regrading after trenching by others has been performed; I.E. Sprint, FPL, CATV or irrigation.
 - Removal and/or replacement of unsuitable materials (I.e. rock and/or muck) below grade is not included.
 - Permits and/or fees (if necessary) by others.

Payment Terms: Payment due within 30 days of date of invoice, regardless of when payment is made by Owner